STATE OF HAWAII

STATE PROCUREMENT OFFICE

HONOLULU, HAWAII

Legal Ad Date: April 13, 1998

INVITATION FOR BIDS

No. IFB-98-162-0

SEALED BIDS

FOR

FURNISHING AND DELIVERING

SCHOOL, OFFICE AND MISCELLANEOUS FURNITURE

FOR

MILILANI INTERMEDIATE SCHOOL DAGS JOB NO. 12-16-1714

will be received up to and opened at 2:00 p.m. (HST)

on

April 24, 1998

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to Ms. Fran Villarmia, telephone (808)586-0563; facsimile (808)586-0570.

ROBERT J. GOVERNS, CPPB Procurement Officer

CLASSROOM, LIBRARY AND COMPUTER FURNITURE MILILANI INTERMEDIATE SCHOOL DAGS JOB NO. 12-16-1714 IFB-98-162-0

Procurement Officer State Procurement Office State of Hawaii Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date:	Respectfully submitted,
Telephone No.:	
Fax No.:	Exact Legal Name of Offeror
Payment address, if other than street address at right:	Authorized Signature (Original)
	Title
Hawaii General Excise Tax Lic. I.D. No.:	Street Address
Social Sec. or Federal I.D. No.:	City, State, Zip Code
	r a "division" of a corporation, furnish the n under which the contract, if awarded, will
Offeror is: Individual Par	rtnership Corporation Joint Venture
State of incorporation: Hawaii	*Other
*If "other", is corporate seal avai	ilable in Hawaii? Yes No

The following bid is hereby submitted:

Item No.	Description	Manufacturer's Brand Name & No.	Est. Qty	Unit Price	Total Price
GROUP	I - CLASSROOM FURNITURE	- MATCHING			
1.	Table, multi-purpose, 36" x 30", adj. height, as specified		1 ea	\$	\$
2.	Table, multi-purpose, 30" x 72", adj. height, as specified		6 ea		
		TOTAL SUM BID - GROU	rp I		.\$
GROUP	II - CLASSROOM FURNITURE	E - MISCELLANEOUS			
3.	Student chair, sled-base 17"H - 18"H, (Color: Mocha) as specified	2,	87 ea		
4.	Mobile Storage Cabinet, w/locking doors, two fil drawers, adj. shelves, 48"w x 22-28"D x 72"H as specified		1 ea		
5.	Art table, steel frame, maple top, w/4 tote tray 72"L x 36"W x 34"H, as specified	/s,	16 ea		
GROUP	III - COMPUTER FURNITURE	<u>1</u>			
6.	Computer station, steel, w/wire management as specified:				
	a. 36" x 30"		105 ea		
	b. 54" x 30"		3 ea		
	c. 72" x 30"		1 ea		
		TOTAL SUM BID - Item	No. 6		.\$

Bidder		

Item No.	Description	Manufacturer's Brand Name & No.	Est. Qty	Unit Price	Total Price
GROUP	IV - DINING FURNITURE				
7.	Dining table, convertible bench/table type, 8'L x color: white top/black as specified	29"H	65 ea	\$	\$
GROUP	V - LOUNGE FURNITURE				
8.	Lounge tables, as specified:				
	a. Corner table, 27" square		1 ea		
	b. End table, 16"Hx18"Wx26"D		4 ea		
		TOTAL SUM BID - Item	No. 8		.\$
GROUP	VI - LIBRARY FURNITURE				
9.	Table, wood, metal-to-me leg attachment to top or with apron, 36"Wx90"Lx29 as specified:		1 ea		
10.	Carrel, computer, w/grommet holes and wire management, 36"W x 36"D x 48"H, as specified:		4 ea		
11.	Magazine rack, steel, as specified:		4 ea		
12.	Newspaper rack, wood, as specified:		1 ea		
GROUP	VII - OFFICE FURNITURE				
13.	Bookcase, steel, single enclosed sides and back, adj. shelves, open front 36"W x 16-1/2"D x 60"H, as specified:		4 ea		
GROUP	VIII - MISCELLANEOUS FUR	NITURE			
14.	Wire shelving, open, freestanding, 48"W x 18"D x 86"H, as specified:		2 ea		
		Bidder _			

Item		Manufacturer's	Est.	Unit	Total
No.	Description	Brand Name & No.	Qty	Price	Price
GROUP	VIII - MISCELLANEOUS	FURNITURE CONTINUED.	· · · · ·		
15.	TV/VCR cart, steel, wide-body, as specified:		9 ea		
16.	Folding table, plywood 96"L x 36"W x 30"H, as specified:	od,	6 ea		

DELIVERY INFORMATION

TO: Mililani Intermediate School

Lehiwa Street

CONTACT:

PHONE:

DELIVERY DATE: July 1-2, 1998

**Note: School to start in July. Orders need to be

expedited.

INSCRIPTION: STATE OF HAWAII

978-04-1714

Bidder		

DELIVERY SCHEDULE

Item No.	<u>Description</u>	Qty.	Delivery To:
1	Table, 36x30	1	Room G115/116
2	Table, 30x72	1	each to Building G Rooms 105,110,205,217,222,224
3	Student chair	87	Room B208
4	Mobile storage cabinet	1	Room Al18
5	Art table	8	Bldg. B, Rms 105 and 108
6a	Computer station 36x30	3 5 7 2 5	B111 each to B113 and B115 B117 A111 each to Bldg. G Rooms 101,103,112,114,201,203,219,221 105,110,205,217,222,224 G115/116 G214
6b	Computer station 54x30	3	G115/116
6c	Computer station 72x30	1	G214
7	Dining table	65	Cafeteria
8a	Lounge table, 27" square	1	G115/116
8b	Lounge table, 16"x18"x26"	2	each to Bldg. A lobby and Al16
9	Library table	1	B215
10	Carrel	4	Library - Resource area
11	Magazine rack	4	Library - Resource area
12	Newspaper rack	1	Library - Resource area
13	Bookcase, 36"x16-1/2"x60"	1	each to Bldg. A A107 Rms. 107,112,113,114
14	Wire shelving	2	B120
15	TV/VCR cart	1	each to Bldg. B
		3	Rms. 105,108,111,114,125,202,207 G214
16	Folding table	6	C101

SPECIFICATIONS

Item No. 1 and 2
TABLE, RECTANGULAR, 36" X 30" AND 30" X 72" ADJUSTABLE HEIGHT
(Virco 4834 and 4852, or equal)

Table shall consist of 36" x 30" or 30" x 72" top supported by four (4) steel tubular-type legs attached to understructure of table top at four (4) separate points equal distance from one another to provide sufficient structural strength and stability to the entire table unit.

Table height shall be adjustable from 22" or less to 29" or more in one-inch (1") increments with a positive locking device.

<u>Detailed Specifications</u> - Table Top

- 1. Top shall be constructed of minimum 1" thick particleboard core, 45# minimum density, or hardwood equivalent.
- 2. Top shall have high pressure plastic laminate seal, non-glare type, on surface.
- 3. Bottom of table top shall be sealed with an appropriately thick waterresistant type backing sheet to provide balanced construction.
- 4. Sides and edges of top shall be carefully waxed and burnished for appearance and full protection or may have T-mold banding locked and secured in place from the underside of the top.
- 5. Table top shall be oak finished.

*Supports

- 1. Table unit shall consist of four (4) heavy gauge tubular steel adjustable swaged legs.
- 2. Each leg shall be attached to table top by a minimum 1/8" thick steel plate bracket, die formed to receive leg plate.
- 3. Each plate bracket shall be attached to table top by a minimum total of six (6) round-head sheet metal screws approximately 5/8" diameter.
- 4. Each leg plate shall be fitted into plate bracket and held in position by round-head sheet metal screws of size not less than 3/4" diameter.
- 5. Each leg of table unit shall have a steel support brace.
- 6. Legs shall be made from tubular steel; upper legs 1-1/8" minimum diameter, lower legs 1" minimum diameter (lower legs to insert into upper legs for height adjustment).
- 7. Each lower leg section shall have holes at one inch increments to provide for positive adjustment at each height with 3/8" diameter headless Allen set screws or nut and 1/2" bolt clamps. (*Note: Any alternative supports and/or method of attachment or construction of leg units must provide secure and sway-free support to table unit and must be specifically approved in advance of bid opening.)

Finish

- 1. All metal shall be enamel finished, either dark brown or black, thoroughly cleaned and degreased, then phosphatised with rust-proof solution before the enamel is applied.
- Finish shall employ permanent type pigments, oven-baked to assure a hard, durable, adhesive finish.

3. Lower portion of leg unit may be chrome-plated or baked-enamel, but if baked-enamel, color shall be the same as that used for the rest of the table unit's understructure.

Glides

- 1. Legs shall be equipped with four (4) approximately 1-1/4" diameter glides.
- 2. Glides provided shall allow for leveling adjustment to compensate for uneven floors.

Item No. 3
STUDENT CHAIR, SLED-BASE
(Virco 9600-18, or equal)

Chairs shall be non-adjustable, movable type with sled-base, one piece seat/backrest type. Chair heights shall vary and shall be provided as specified on the OFFER FORM page(s).

Detailed Specifications - Frame Construction

- 1. Frame shall be all steel construction, formed by cold-rolled steel tubes, 3/4" minimum diameter, 18-gauge minimum, at the backrest, and 1" approximate diameter, 18-gauge minimum, at the legs.
- 2. Tubular steel support frame for the backrest shall be continuous-extending from under the seat and upward along the back of the backrest forming a tubular steel cross-brace and support for the backrest of the chair.

This continuous steel backrest support shall be securely welded to the tubular steel legs at four (4) separate points. Tubular steel legs shall be braced on each side by steel brackets, welded at the top and bottom of the steel leg tubes. Tubular sled-base shall be a continuous steel piece.

3. Overall steel support frame shall be an interlocking construction of maximum durability and strength.

Seat and Backrest Construction

- 1. Chairs shall be molded high impact polymer plastic, polyethylene, solid plastic, or equivalent material, contoured for seating comfort.
- Edges of seat and backrest shall be flanged, either rounded or squared, for additional strength.
- 3. One piece seat/back shall be securely riveted to the steel backrest/seat support tube at a minimum of four (4) separate points--one minimum on each side and two minimum at the cross-brace.
- 4. Backrest shall be positioned no more forward than the rear edge of the seat.
- 5. Seat piece shall be securely riveted to the steel understructure at a minimum of four (4) separate points.

Approximate Width of Seats

11-1/8" - 13" high to 14" high 13-1/4" - 15" high to 16" high 14-7/8" - 17" high to 18" high

Finish

- Steel frame shall be enamel finished, either dark brown or black, thoroughly cleaned and degreased, then phosphatized with rust-proof solution before the enamel is applied.
- 2. Finish shall employ permanent type pigments, oven-baked to assure a hard, durable, adhesive finish.

Color

Standard colors for stacking chairs shall be provided on the OFFER FORM pages.

Item No. 4
MOBILE CLASSROOM CABINETS, STEEL FRAME
(Virco 2606, Norco Products, Fleetwood FW1550-C or equal)

Mobile cabinets provided shall be steel frame construction, particle board panels with hanging rod, two full extension file drawers and mirror.

Detailed Specifications

- 1. Frame shall be steel welded into one unitized frame. Unit frame shall be constructed from 16-gauge minimum tubular steel, rigid and sturdy to withstand heavy usage. A 6" wide steel sheet shall be welded between vertical posts on each side to form the recessed area for the pull handles.
- 2. Panels and doors shall be 3/4" minimum particleboard surfaced on both sides. Edges shall be finished with T-mold banding. Exposed corners shall be rounded for safety. Side and back panels shall be attached to frame with flat-head elevator bolts and aircraft-type locking nuts at each corner. Inner divider panels shall be 3/4" particleboard surfaced with melamine and edges shall be banded.
- 3. Doors shall be attached to steel frame with 5-knuckle institutional hinges that have non-removable pins. Hinges shall pivot 270° to open doors flat against cabinet side. A 15 lb. magnetic catch shall secure each door in a closed position. Each door shall lock closed with a steel disc-tumbler lock. Lock arm shall pivot up into slit in steel frame for secure locking strength.
- 4. Casters shall consist of 2"W x 5"H solid polyolefin wheels with self lubricating bushing and shall swivel for easy maneuverability. Capacity for each caster shall be 650 lb. Front two casters shall have a full-surfaced tread lock for maximum locking power. Casters shall attach to unitized frame with four bolts, lock washers and nuts.
- 5. Pull handles shall be 3/4" chromed tubular steel with 1/4" thick steel pivot brackets. Handles shall be recessed in down position and shall pivot upward and lock in operating position to protect hands.
- 6. Shelves shall be formed from 20 gauge, cold-rolled steel with two U-shaped, full-width steel braces welded to underside. Shelves shall have a powder coat finish. Shelves shall adjust in 1/2" increments with steel clips that lock into steel adjusting strips that shall be recessed in side panels. Steel adjusting strips shall be attached with screws. Shelves with tote trays shall be attached to unitized frame with screws.
- 7. Hanging rod shall consist of a 3-1/2" diameter heavy-wall steel tube and two steel attaching brackets. This assembly shall be attached to the inner side panels with four Phillips-head screws. Finish shall be chrome.
- 8. Mirror shall be $8"W \times 11"H$ and shall attach to inner wall with five ornamental mirror brackets and screws.

- 9. Drawers shall be formed from 20 gauge, cold-rolled steel with edges folded over for safety. Drawer faces shall be 3/4" particleboard surfaced with thermofused melamine with a T-mold banded edge. Corners shall be rounded for safety. Molded drawer pulls shall be recessed into drawer face and attached with screws. Drawer faces shall attach to steel drawer with screws. Drawer shall glide on full-cradle suspensions with steel ball bearings. File drawer shall have steel rod that adjust for legal or letter-sized hanging file folders.
- 10. Finish shall be baked-on enamel, corrosion and rust resistant.
- 11. Color: Medium Oak with Charcoal powder coat frame, interior is almond.

Item No. 5 ART TABLE, STEEL, MAPLE TOP, W/FOUR TOTE TRAYS (Fleetwood FW2065-MAP-L, or equal)

Art table provided shall be constructed of heavy-duty steel with pedestal legs, a walnut modesty panel and leveling glides. Top shall be edge grain 1-3/4" maple. Four tote trays included. Approximate dimensions: 72"L x 36"W x 34"H.

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Item No. 6 (a-c)
COMPUTER STATION, STEEL, W/WIRE MANAGEMENT
(Virco 8778 w/WMP-36, 8779 w/WMP-54 and 8775 w/WMP-72, or equal)
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Specifications herein are for the computer stations, $36" \times 30"$, $54" \times 30"$ and $72" \times 30"$. Specific size(s) provided shall be as specified on the Offer Form page(s). Computer stations shall have heavy-duty, all-steel understructure, adjustable pedestal type leg supports, a plastic laminated flat top over thick particleboard core and wire management panel.

Detailed Specifications - Frame

- 1. Pedestal leg assemblies, including table top attachment channels shall be heavy duty steel construction, 16 gauge minimum.
- Upper pedestal leg assembly shall consist of two vertical steel tubes (one on each side of table) welded to the attaching channels or mounting brackets of the table top.
 - Vertical leg tubes shall be welded to a 1-1/8" minimum diameter cross brace; cross brace shall be 16 gauge minimum; alternatively, cross brace may be 18 gauge minimum provided attaching channels or mounting brackets to table top are die formed "spider" type (angled inward) and constructed of steel, 14 gauge minimum.
- 3. Lower pedestal leg assembly shall consist of two vertical chrome tubes welded to two long horizontal chrome tubes.
 - Vertical chrome tubes shall (1) fit appropriately into the upper vertical tubes of the upper pedestal leg assembly and (2) shall be die formed at one-inch increments to receive 3/8" headless Allen set screw and/or hexhead bolt(s) for positive adjustment.
- 4. Each pedestal leg assembly shall be securely attached to table top through the attaching channel or mounting brackets at a minimum of six (6) points.

<u>Adjustment</u>

 Pedestal leg supports shall adjust from 22" or less to 29" or more in oneinch increments. 2. Positive locking device shall consist of either a 3/8" diameter headless Allen set screw or hexhead bolt(s). Positive locking shall be accomplished by insertion of the set screw or hexhead bolt(s) through the adjustment increments of the upper leg assembly into the lower leg assembly and secured.

Table Top

- 1. Table top shall be made of particleboard core, 1" thick minimum 45# minimum density, or of hardwood equivalent, sealed on the top with thick high pressure laminated plastic, non-glare type.
- 2. Bottom of table top shall be sealed with a water-resistant type sheet backing of appropriate thickness for balanced construction.
- 3. Sides and edges of table top shall be carefully waxed and burnished for appearance and full protection or may have T-mold banding locked and secured in place from underside of the top.
- 4. Table top shall have radius corners for safety and shall be securely attached to the steel understructure support.

Wire Management

- Wire management panel shall be all-steel construction. Panel guides cable from unit to unit or to floor.
- 2. Panel is 7" high. Storage channel is 3"W x 2"H.

Finish

- 1. Table top shall be oak finished.
- 2. All metal shall be thoroughly cleaned and degreased, then phosphatised with rust-proof solution before finish is applied.
- 3. Steel understructure of table top, including upper pedestal leg assembly shall be enamel finished, either dark brown or black, using permanent type pigments, oven-baked to assure a hard, durable, adhesive finish.
- 4. Lower leg assembly may be chrome plated or baked enamel finish, but if baked enamel, color shall be the same as that used for the rest of the table unit.

Glides/Levelers

- 1. Glides or levelers shall be included on each horizontal foot/base leg assembly.
- 2. Glides or levelers shall be approximately 1-1/4" diameter with threaded stems allowing for height adjustment and compensation for uneven floors. (*NOTE: Any alternative method of pedestal leg attachment or construction may be acceptable provide however such alternative method is found to be equal to or better than the method specified herein. The State reserves the right to determine comparability and acceptability of the alternatives and its decision shall be final.)

Item No. 7

CONVERTIBLE BENCH UNIT, 8'L

(Sico Mesa Industries, Midwest, PalmerSynder or equal)

Dining table unit provided shall be convertible bench/table type, 8 feet long by approximately 27" wide when fully extended, and 27" or 29" high as specified on the Offer Form page.

Detailed Specifications - Table Tops and Benches

- 1. A 3/4" minimum plywood core, AC grade. Top surfaces finished in high pressure plastic laminate with balancing sheet.
- 2. Sides and edges coated and sealed with high density epoxy urethane finish and resistant to abrasion, chipping and damage by common cleaning solutions. Corners and edges to be radiused.

Frame

- 1. Constructed of 16 gauge minimum, 1" minimum diameter steel tubing.
- 2. 16 gauge minimum "hat" channels attached to underside of table top (bench rest) and seat for strength, support and stability.
- 3. Finished with high grade epoxy enamel, electrostatically applied; finish shall be resistant to acids and caustics commonly found in cafeterias and enable unit to be corrosion and rust resistant.

Features

- 1. Table can be converted from bench to table (or vice versa) in single operation.
- 2. Table shall have positive locks to secure the top when backrest is converted to table position.
- 3. Seat and table top (backrest) can be folded together for compact storage and convenience of movement.
- 4. Unit shall have four (4) approximately 3" diameter, swivel casters (two with locks) for easy movement.
- 5. In open position, unit shall have a minimum of seven (7) points of contact with the floor for proper balance and safety.
- 6. Seat shall be supported by a minimum of three (3) legs, vinyl tipped, to give additional support and stability to the unit especially when in bench position.
- 7. Backrest (table top) shall have at least four (4) vertical support columns for support and stability to the unit especially when in table position.

Item No. 8

COFFEE TABLE, SQUARE

(United Freestyle FS-525 and FS-526, or equal)

Approximate Overall Dimensions: 27" Square and 16"H x 18"W x 26"D

Detailed Specifications

1. Frame shall be sled-base, fabricated from 11/16" minimum, 16-gauge minimum, oval cold rolled steel tubing.

2. Frame aprons or rail supports shall be constructed from 13-gauge minimum cold rolled steel.

Aprons or rails shall be welded to support brackets connecting table top to tubular legs.

3. Table top shall be 3/4" thick minimum, covered with high pressure laminate on top and a backer.

Item No. 9
TABLE, WOOD

(Brodart 60-600 Series, Texwood series, Worden N-series, or equal)

Table provided shall wood construction, metal-to-metal leg attachment to top or apron around top. Dimensions: $36\,\text{W}\times90\,\text{L}$.

Specifications

- 1. Table top shall be approximately 1-1/4" thick, 3-ply, 45# minimum density particleboard core with high quality matching woodgrain high pressure plastic laminate for long-lasting resistance to wear. Backing sheet bonded to bottom surface of table top shall be provided for balanced construction.
- 2. Table top edges shall be banded with solid hardwood.
- 3. Table support shall be "V" or "L" shaped, 16 gauge minimum steel keel securely attached to underside of top.
- 4. Table legs shall be 2" minimum square constructed of solid oak hardwood. Legs shall be attached to thick die cast mounting plate which in turn shall be securely bolted to underside of table top. Adjustable rubber cushioned chrome leveling glides shall be attached to each leg. As an alternative to metal-to-metal leg attachments, a table apron will be acceptable. Table apron shall be 3/4" minimum x 1-1/4" minimum, constructed of solid oak hardwood and attached to underside of table top between legs for additional strength and rigidity.
- 5. Color selection shall be from the manufacturer's standard color chart.

Item No. 10 $\underline{\text{CARREL}}$, $\underline{\text{COMPUTER}}$, $\underline{\text{36"W x 36"D x 48"H}}$ $\underline{\text{(Texwood 2092-48, or equal)}}$

Carrel provided shall be constructed of 1-1/4" thick three-ply wood with high pressure laminate and solid oak edge-banding, computer type. High pressure laminate work surface 29" high. Carrel includes four posts, three 48"H full panel sides, grommet holes and wire management. Approximate dimensions: 36"W x 36"D x 48"H. Color from manufacturer's standard color chart.

Item No. 11
MAGAZINE RACK, STEEL
(Smith System 00615, or equal)

Magazine rack provided shall be constructed of welded steel, three shelves. Open shelf feature allows full viewing of displayed materials. Shelves are 1.5"D x 11.5"H with 9" of exposed height. Materials are held in place by two full-width steel rods with adjustable vertical plastic dividers. Electrostatic baked enamel finish. Approximate dimensions: 36"W x 12"D x 42"H.

Item No. 12 <u>NEWSPAPER RACK, WOOD</u> (Texwood 2229000, or equal)

Newspaper rack provided shall be constructed of hardwood veneers. Includes ten solid wood newspaper rods resting on plated hooks spaced equally on a sloping front. A convenient bottom shelf for extra storage provides strength and rigidity. Approximate dimensions: $29\,\text{W} \times 13-1/2\,\text{D} \times 60\,\text{H}$.

Item No. 13
BOOKCASE, STEEL

(InterRoyal-Deluxe Series, Holga 900 series, Borroughs, or equal)

Bidder is cautioned that the series listed are $\underline{\text{general}}$ and that the exact manufacturer brand and model number for each item bid must be specified appropriate on the Offer Form pages.

Detailed Specifications

- Bookcases shall be open-front, free-standing units available in heights, widths and depths specified on the Offer Form page(s).
- 2. Units shall be constructed of top quality furniture steel of sufficiently heavy gauge reinforced by adequate forms and bends to provide rigidity.
- 3. End panels shall have double wall construction. Units may have single wall constructed end panels provided vertical steel uprights or similar type of steel reinforcements are secured at all corners for added strength and rigidity to the case frame. Uprights shall be 20 gauge minimum.
- 4. Inner face of vertical end panels shall be furnished with slots for adjustment of shelves at not more than 1-1/2" intervals.
- 5. Units shall be provided with a suitable locking device for holding shelves in place.
- 6. Shelves shall be steel construction, 20 gauge minimum, capable of supporting distributed load of approximately 40 lbs. per sq. ft. without perceptible sag at mid point. Front, rear and ends of shelves shall be strengthened with flange return formation.
- 7. Top plate of bookcase shall be formed with a flange formation secured to back and sides and a return flange formed on the front face for additional strength (a slight overhang permitted).
- 8. Bookcase front shall be provided with a maximum 3" kickplate at the bottom front.
- 9. Back panels shall be constructed of one-piece or two-piece sheet steel, 20 gauge minimum. Alternately, if vertical uprights used in construction are 20 gauge minimum, back panels at 24 gauge minimum shall be acceptable.
- 10. Finish of all parts shall be baked enamel.

Item No. 14 WIRE SHELVING, OPEN, FREESTANDING (Lyon NF43548S, or equal)

Wire shelving provided shall be solid steel with super bright, lustrous plating-plus finish which maximizes corrosion resistance. Wire-over-wire waterfall shelf construction avoids sharp corners. Finger width spacing enhances access. Double-lock post inserts assure rigidity and unit integrity. Digital post provides instant, accurate leveling of shelves, which are adjustable on 1" centers. Fast "drop and lock" assembly. Includes four shelves, four posts and sixteen Double-lock post inserts. No tools required for assembly.

Item No. 15
TV/VCR CART, WIDE-BODY
(Bretford BB48-P4, or equal)

Wide body TV cart provided shall be of solid steel construction, pyramid designed with smooth rounded shelf edges. Moves on 4" swivel casters, two with locking brakes. Black powder paint finish. Overall dimensions: $32 \, \text{W} \times 27 - 1/2 \, \text{D} \times 48 \, \text{H}$. Includes top, middle and bottom shelf.

Item No. 16
FOLDING TABLE, PLYWOOD
(Virco 62368, or equal)

Folding table provided shall be constructed of high-pressure laminated top, 3/4" plywood core with backing sheet. Edges protected with a vinyl T-mold banding. Legs consist of 1-1/4" diameter x 16 gauge steel horizontal top hinge welded to two 1-1/4" diameter x 16 gauge steel leg tubes formed into a wishbone configuration. A tubular steel cross-brace of the same size and gauge shall be welded to each leg tube to form a rigid, unified leg unit. Legs shall be fitted with 1/1-4" diameter steel base glides. Apron shall consist of four 3/4" x 1-1/4" x 7/8" x 18 gauge machine-formed steel segments with no exposed sharp edges. The outer edge shall be rolled to form a strong, smooth flange. Safety corner supports shall be formed of injection-molded polyethylene to completely enclose the ends of the support apron. All metal shall be finished with baked-on enamel. Top shall be securely attached to frame. Color from manufacturer's standard color chart.

SPECIAL PROVISIONS

SCOPE

The furnishing and delivering of furniture and equipment to Mililani Intermediate School, First Increment, specified herein shall be subject to these Special Provisions, the attached Specifications, and the General Terms and Conditions, dated September 1, 1995 and included by reference. Copies of the General Terms and Conditions are available at the State Procurement Office, Room 416, 1151 Punchbowl Street, Honolulu, Hawaii 96813 and on the Internet at http://www.state.hi.us.

BIDDER QUALIFICATION

Bidder shall be a Hawaii licensed dealership in the State of Hawaii or manufacturer's representative residing in the State of Hawaii with warehousing and storage facility to stock parts and service personnel to deliver and perform adjustment and repair of products provided herein. Failure to maintain this specified building facility throughout the contract period shall be sufficient grounds for termination of contract.

BIDDER'S AUTHORITY TO BID

The State will not participate in determinations regarding a bidder's authority to sell a product. If there is a question or doubt regarding a bidder's right or ability to obtain and sell a product, the bidder should resolve that question prior to submitting a bid. If a bidder offers a product that meets specifications and is acceptable and the price submitted is the lowest price bid, the contract will be awarded to that bidder and Contractor will be obliged to enter into the contract and furnish the required performance bond.

BID PREPARATION

Offeror Form, Page OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If Offer Form, page OF-2, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bound.

Bid Price. Unit price shall be all-inclusive, based on the following:

- All applicable taxes, manufacturer and freight costs, and any other cost required to furnish product(s) as specified herein;
- Delivery of product(s) to the destination specified on the purchase order(s), completely assembled, adjusted, and in place as directed;
- 3. Removal of all packaging debris and wrappings after delivery and installation.

 $\underline{\text{Tax Clearance}}$. An **original or certified copy** of a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) $\underline{\text{and}}$ the Internal Revenue Service (IRS) must be submitted with offeror's sealed offer by the due date and time.

The tax clearances from DOTAX and IRS shall be obtained on the attached one-page, two-sided **Tax Clearance Application (Form A-6, Rev.1998)** which is accompanied by Instructions that offerors should carefully read. Effective March 1, 1998, only this revised Form A-6 will be accepted by DOTAX and IRS.

Out-of-state offerors should mail their application to DOTAX's Oahu District Office.

Effective 12/1/97 tax clearance certificates are valid for a **six-month** (not 180 day) period beginning on the later dated DOTAX or IRS approval stamp. For example, a 12/15/97 certificate is valid through 6/15/97.

The tax clearance submitted with the sealed offer must be valid on the solicitation's legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with the offer will remain valid for the contract award.

For the purpose of this solicitation the State Procurement Office will accept the attached completed SPO Form TEMP B, "Certification for Tax Clearance" in place of the DOTAX Form A-6 (Rev.1998), if offeror is unable to obtain a tax clearance certificate in time for submittal with the sealed offer. However, the successful offeror is required to submit a tax clearance certificate prior to award.

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii General Excise tax (GET) rate. If, however, an offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

<u>Specifications</u>. The intent of the specifications is to specify high grade quality equipment. It is not the State's intent to exclude or limit the products of any responsible manufacturer, if such products are <u>equal or better</u> in every respect to those specified herein.

<u>Modifications</u>. Bidder shall note any modification(s) next to manufacturer's brand name and model number or on a separate sheet attached to bid submittal whenever manufacturer must make any modification(s) to its standard product(s), as listed in manufacturer's brochure/literature, in order for product offered to meet specifications attached hereto. Failure to indicate the modification(s) with the bid submittal when and where appropriate, may be cause for rejection of bid.

Acceptance or Alternative or Modified Furniture and/or Equipment. The burden of proof as to the comparative quality and suitability of alternative or modified furniture and/or equipment, shall be upon the bidder. Therefore, if and when requested, bidder shall, at his own expense, within five (5) working days from date of State's request furnish any materials, brochures, specifications, information and/or samples of item(s) being considered for award. Failure to do so shall be sufficient grounds for rejection of bid. Such information, brochures, specifications, materials and/or sample(s) must verify that item(s) bid do meet specifications cited. The State will be the sole judge as to the comparative quality and suitability of alternative and/or modified furniture and/or equipment, and its decision will be final.

Model Numbers. Where model numbers are specified in this bid solicitation, it is the intent to establish the degree of quality required for this project. However, where series numbers are referred to and the arrangement of units is indicated on the drawings, the series number shall be understood to include all sub-numbered items, as well as all appurtenances, to complete the arrangement shown. It is also intended that where model numbers are specified, the items shall be modified at the factory, if necessary, to conform to the specifications. A list of all required factory modifications shall be submitted with bidder's response to this IFB.

<u>Item Descriptions</u>. All descriptions included herein are general and it shall be understood that all accessories, fasteners, anchorage devices, protective finishes, trim pieces and the like for complete installations shall be provided. The Contractor shall submit a bid that is completely workable without the necessity to add additional items after submission of the bid.

METHOD OF AWARD

Award(s), if any, will be made to the lowest responsive and responsible bidder(s) on an individual item number basis or when requested, on a total sum bid basis. Bidder must bid on all items or sub-items within an award group in order to be considered for that award.

EXECUTION OF CONTRACT

For contract award totaling \$25,000 or more, the State shall forward a formal contract to the successful offeror for execution. The contract shall be signed by the successful vendor and returned within ten (10) days after receipt by the vendor as specified on Section 3.3 of the General Terms and Conditions. No performance or payment bond is required. Upon execution of the contract, Notice to Proceed shall be issued.

No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to official starting date.

INSCRIPTION

Inscription shall be stamped or stenciled with non-erasable ink or paint on each piece of furniture delivered under these specifications. The size of lettering shall be 1/2" block and the inscription placed on an inconspicuous but not concealed surface, of each piece of furniture.

The exact inscription label is located on OFFER FORM page OF-4.

MANUFACTURER'S BROCHURES AND COLOR CHARTS

Contractor shall submit manufacturer's brochures and standard color charts to the State upon request and at no additional charge.

Color selection shall be as stated in the Offer Form pages or at time of award.

Upon award of item(s), the Contractor shall be required to contacted the appropriate school within seven (7) days from receipt of award to determine color selection. Failure of the Contractor to contact school regarding color selection, which results in an extended delivery period, in considered unacceptable. The State Procurement Office will not grant a delivery extension to the Contractor in this situation.

QUANTITIES

At the time of award, the number of units per item number may be increased by not more than 20% and provided that the increase is mutually agreed upon between the Contractor and the State at the same unit price and with all terms and conditions remaining the same.

DELIVERY AND INVOICE

The delivery date shall be July 1-2, 1998. Contractor is advised to contact the DAGS, Inspection Branch, telephone (808)586-0397 for more accurate information on this project.

Items awarded shall be delivered, completely assembled, and put in place as directed. Contractor shall contact the State at least two (2) days before delivery for specific instructions. Items awarded shall not be delivered to destination without prior approval.

Delivery receipt(s) showing the bid number, D.A.G.S. job number, purchase order or contract number, signed and dated by State personnel, and original plus three (3) copies of invoice(s) shall be forwarded to Department of Accounting and General Services, Inspection Branch.

A tax clearance certificate must accompany the invoice for final payment and shall be an <u>original or certified copy</u>, not over two-months old.

Contractor shall retain the responsibility for such furniture and equipment until such time as the furniture and/or equipment is delivered, installed and accepted by the State. If storage is required beyond the specified delivery date, the State shall reimburse the contractor provided that the contractor notifies the State at least ten (10) working days prior to the date the expenses are to be incurred and provided that he obtains approval of the daily rate for all expenses incurred for such storage.

DELIVERY EXTENSION

Contractor shall complete delivery within the time allowed in the contract. If Contractor fails to deliver within the time allowed, liquidated damages as specified herein shall apply.

If delivery extension is required beyond $\underline{\text{July 6, 1998}}$ as a result of delays to building completion and acceptance, Contractor will receive notice from the State of such delay and the new delivery date.

See ADDITIONS AND EXCEPTION TO THE GENERAL TERMS AND CONDITIONS, <u>Excuse</u> for nonperformance or delay performance, for additional explanation.

Contractor shall retain the responsibility for such furniture and equipment until such time as the furniture and/or equipment is delivered, installed and accepted by the State. If storage is required beyond the specified delivery date, the State shall reimburse the contractor provided that the contractor notifies the State at least ten (10) working days prior to the date the expenses are to be incurred and provided that he obtains approval of the daily rate for all expenses incurred for such storage.

LIQUIDATED DAMAGES

Refer to Section 6.12 of the General Terms and Conditions. Liquidated damages is fixed at the sum of TWENTY-FIVE DOLLARS (\$25.00) for each and every calendar day the Contractor delays in the completion of any item of this contract after the required date of said completion.

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery and acceptance of merchandise to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within s shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformation with statute.

OUALITY OF FURNITURE

All furniture furnished and equipment under these specifications shall be new and of the best quality of their respective kind. They shall be free from defects which may render them unfit for use. Damaged or rejected items must be immediately removed from the site and replaced with items of the quality required by these specifications.

Failure to replace or to remove any rejected item shall not relieve the Contractor from the responsibility imposed upon him by the contract. No payment, whether partial or final, shall be construed to be an acceptance of defective work.

The State, may, at any time, by written order, stop work or delivery of specific items of furniture or equipment not conforming to these specifications. Such stop order shall not relieve the Contractor if his obligation to complete his contract within the contract time limits, nor shall it in any way terminate, cancel or abrogate the contract or any part thereof.

<u>Finish</u>. All finish shall be done at the factory. No field finishing shall be permitted except slight retouching to leave material in new workmanship like manner. All materials of every description shall show no traces of machine or mill marks. All materials for finishing shall be the best of their respective kinds.

WARRANTY

Equipment furnished shall be guaranteed by the Contractor for a minimum period of one year from date of acceptance or as guaranteed by the factory, whichever is longer, against warping, buckling, cracking, or other defects resulting from the use of defective or inferior materials or from negligent workmanship; or against all design and manufacturing defects.

During the warranty period, Contractor shall replace and/or repair any defective workmanship and/or material at no cost to the State, including but not limited to parts, labor and all travel costs, provided such defects are not due to abuse or negligence on the part of the State.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

<u>Approvals</u>. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

<u>Cancellation of Solicitations and Rejection of Offers</u>. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

Provisions from the General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

<u>Records Retention</u>. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

<u>Preparation of Offer</u>. General Terms and Conditions Section 2.5, paragraph four, is rescinded and replaced with the following:

"An offeror may submit only one offer in response to a solicitation. If an offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an offeror may submit only one offer for each line item (if any) of a solicitation. If an offeror submits more than one offer per line item, then all offers for that line item shall be rejected."

<u>Preference for Hawaii Products</u>. General Terms and Conditions Section 3.1(B), paragraphs one and two only are rescinded and replaced with the following: "A purchasing agency shall review all specifications in a bid or proposal for purchase from the Hawaii products list where these products are available; provided that the products: Meet the minimum specifications and the selling price f.o.b. jobsite; unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price in Hawaii f.o.b. jobsite; and unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price of a similar non-Hawaii product by more than: three per cent where class I Hawaii products are involved; five per cent where class II Hawaii products are involved: or ten per cent where class III Hawaii products are involved.

All persons submitting bids or proposals to claim Hawaii products preference shall designate in their bids which individual product and its price is to be supplied as a Hawaii product.

Where a bid or proposal contains both Hawaii and non-Hawaii products, then for the purpose of selecting the lowest bid or purchase price only, the price bid or offered for a Hawaii product item shall be decreased by subtracting therefrom: three per cent, five per cent, or ten per cent for the class I, class II, or class III Hawaii product items bid or offered, respectively. The lowest total bid or proposal, taking the preference into consideration, shall be awarded the contract unless the bid or offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the bid or price offered, exclusive of the preferences."

<u>Printing Preference</u>. General Terms and Conditions Section 3.1(C), paragraphs one and two are rescinded and replaced with the following: "All bids or proposals submitted for a printing, binding, or stationery contract in which all work will be performed in-state, including all preparatory work, presswork, bindery work, and any other production-related work shall received a fifteen per cent preference for purposes of bid or proposal evaluation.

Where bids or proposals are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid or evaluating proposals submitted only, the amount bid or proposed for work performed out-of-state shall be increased by fifteen per cent. The lowest total offer, taking the preference into consideration, shall be awarded the contact unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference."

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS continued:

Bond Forms. The bond forms, Exhibits B through H, are replaced by the forms issued by the Procurement Policy Board Directive No. 1997-01, dated November 12, 1997, included herein by reference and made a part hereof. Copies of the bond forms are available at the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813.

Excuse for nonperformance or delay performance. The following supersedes the provisions of the General Terms and Conditions, Section 6.11(D):

"Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms, if the contractor has notified the procurement officer within fifteen days after the cause of the delay and the failure arises out of causes including but not limited to the following: acts of God; acts of the public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if the failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements. Upon request of the contractor, the procurement officer shall ascertain the facts and extent of the failure, and, if the officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the right of the State under the clause entitled in fixed-price contracts, 'Termination for Convenience' and in costreimbursement contracts, 'Termination'. As used in this paragraph, the term 'subcontractor' means subcontractor at any tier.